

# EXHIBIT A

Insurance Commissioner  
**ACCEPTED SOP**

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PIERCE COUNTY, WASHINGTON

September 30 2019 12:45 PM

KEVIN STOCK  
COUNTY CLERK  
**NO: 19-2-11116-5**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR PIERCE COUNTY

ILLINOIS NATIONAL INSURANCE  
COMPANY,

Plaintiff,

v.

TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA; XL INSURANCE  
AMERICA INC.; FEDERAL INSURANCE  
COMPANY; WESTCHESTER SURPLUS  
LINES INSURANCE COMPANY; GREAT  
AMERICAN INSURANCE COMPANY, INC.;  
GREAT AMERICAN INSURANCE  
COMPANY OF NEW YORK; AND AXIS  
SPECIALTY INSURANCE COMPANY,

Defendants.

No. \_\_\_\_\_

**COMPLAINT**

COMES NOW plaintiff Illinois National Insurance Company, and for its complaint  
alleges as follows:

**I. PARTIES**

1. Plaintiff Illinois National Insurance Company ("Illinois National"), in its own  
right and as insurer and subrogee of Simon Property Group, Inc., d/b/a Tacoma Mall  
Partnership (collectively, "Simon"), is a corporation organized and existing under the laws of  
Illinois with its principal place of business located at 175 Water Street, New York, New York  
10038.

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JENSEN MORSE BAKER PLLC  
1809 SEVENTH AVENUE, SUITE 410  
SEATTLE, WASHINGTON 98101  
PHONE: 206.682.1644

1           2.     At all times material hereto, Illinois National was an insurance company  
2 engaged in the business of issuing policies of insurance and providing insurance coverage to  
3 its policyholders.

4  
5           3.     Defendant Travelers Property Casualty Company of America is a corporation  
6 organized and existing under the laws of Connecticut with its principal place of business  
7 located at One Tower Square, Hartford, Connecticut 06183. Defendant Travelers Property  
8 Casualty Company of America was formerly known as, did business as, and/or is the  
9 successor in liability to Travelers Indemnity Company of Illinois. The term "Travelers" as  
10 used in this Complaint refers to Defendant Travelers Property Casualty Company of America  
11 and its related entity Travelers Indemnity Company of Illinois.

12  
13           4.     At all times material hereto, Travelers was an insurance company engaged in  
14 the business of issuing policies of insurance and providing insurance coverage to its  
15 policyholders, including in Washington.

16  
17           5.     At all times relevant hereto, Travelers was acting individually, and/or by and  
18 through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or  
19 employees, who were acting within the course and scope of their employment, service, and/or  
20 agency with Travelers. The identities of these authorized, actual, and/or ostensible agents,  
21 servants, and/or employees are known to Travelers and currently unknown to plaintiff.

22  
23           6.     Defendant XL Insurance America Inc. ("XL Insurance") is a corporation  
24 organized and existing under the laws of Delaware with its principal place of business located  
25 at 70 Seaview Avenue, Stamford, Connecticut 06902.

1           7.       At all times material hereto, XL Insurance was an insurance company engaged  
2 in the business of issuing policies of insurance and providing insurance coverage to its  
3 policyholders, including in Washington.

4  
5           8.       At all times relevant hereto, XL Insurance was acting individually, and/or by  
6 and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or  
7 employees, who were acting within the course and scope of their employment, service, and/or  
8 agency with XL Insurance. The identities of these authorized, actual, and/or ostensible agents,  
9 servants, and/or employees are known to XL Insurance and currently unknown to plaintiff.

10  
11           9.       Defendant Federal Insurance Company ("Federal Insurance") is a corporation  
12 organized and existing under the laws of New Jersey with its principal place of business  
13 located at 15 Mountain View Road, Warren, New Jersey 07061.

14  
15           10.       At all times material hereto, Federal Insurance was an insurance company  
16 engaged in the business of issuing policies of insurance and providing insurance coverage to  
17 its policyholders, including in Washington.

18           11.       At all times relevant hereto, Federal Insurance was acting individually, and/or  
19 by and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or  
20 employees, who were acting within the course and scope of their employment, service, and/or  
21 agency with Federal Insurance. The identities of these authorized, actual, and/or ostensible  
22 agents, servants, and/or employees are known to Federal Insurance and currently unknown to  
23 plaintiff.  
24

1           12. Defendant Westchester Surplus Lines Insurance Company (“Westchester  
2 Surplus”) is a corporation organized and existing under the laws of Georgia with its principal  
3 place of business located at 436 Walnut Street, Philadelphia, PA 19106.  
4

5           13. At all times material hereto, Westchester Surplus was an insurance company  
6 engaged in the business of issuing policies of insurance and providing insurance coverage to  
7 its policyholders, including in Washington.  
8

9           14. At all times relevant hereto, Westchester Surplus was acting individually,  
10 and/or by and through its duly authorized actual, apparent, and/or ostensible agents, servants,  
11 and/or employees, who were acting within the course and scope of their employment, service,  
12 and/or agency with Westchester Surplus. The identities of these authorized, actual, and/or  
13 ostensible agents, servants, and/or employees are known to Westchester Surplus and currently  
14 unknown to plaintiff.  
15

16           15. Defendant Great American Insurance Company, Inc. (“Great American  
17 Insurance Inc.”) is a corporation organized and existing under the laws of Ohio with its  
18 principal place of business located at 301 East 4<sup>th</sup> Street, Cincinnati, Ohio 45202.  
19

20           16. At all times material hereto, Great American Insurance Inc. was an insurance  
21 company engaged in the business of issuing policies of insurance and providing insurance  
22 coverage to its policyholders, including in Washington.

23           17. At all times relevant hereto, Great American Insurance Inc. was acting  
24 individually, and/or by and through its duly authorized actual, apparent, and/or ostensible  
25 agents, servants, and/or employees, who were acting within the course and scope of their  
26 employment, service, and/or agency with Great American Insurance Inc. The identities of  
27

1 these authorized, actual, and/or ostensible agents, servants, and/or employees are known to  
2 Great American Insurance Inc. and currently unknown to plaintiff.

3  
4 18. Defendant Great American Insurance Company of New York ("Great  
5 American Insurance of NY") is a corporation organized and existing under the laws of New  
6 York with its principal place of business located at 301 East 4<sup>th</sup> Street, Cincinnati, Ohio  
7 45202.

8  
9 19. At all times material hereto, Great American Insurance of NY was an  
10 insurance company engaged in the business of issuing policies of insurance and providing  
11 insurance coverage to its policyholders, including in Washington.

12 20. At all times relevant hereto, Great American Insurance of NY was acting  
13 individually, and/or by and through its duly authorized actual, apparent, and/or ostensible  
14 agents, servants, and/or employees, who were acting within the course and scope of their  
15 employment, service, and/or agency with Great American Insurance of NY. The identities of  
16 these authorized, actual, and/or ostensible agents, servants, and/or employees are known to  
17 Great American Insurance of NY and currently unknown to plaintiff.

18  
19 21. Great American Insurance Company, Inc. and Great American Insurance  
20 Company of New York are referred to herein collectively as "Great American Insurance".  
21

22 22. Defendant Axis Specialty Insurance Company ("Axis Specialty") is a  
23 corporation organized and existing under the laws of Connecticut with its principal place of  
24 business located at 11680 Great Oaks Way, Suite 500, Alpharetta, Georgia 30022.  
25  
26  
27

1           23.     At all times material hereto, Axis Specialty was an insurance company  
2 engaged in the business of issuing policies of insurance and providing insurance coverage to  
3 its policyholders, including in Washington.

4  
5           24.     At all times relevant hereto, Axis Specialty was acting individually, and/or by  
6 and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or  
7 employees, who were acting within the course and scope of their employment, service, and/or  
8 agency with Axis Specialty. The identities of these authorized, actual, and/or ostensible  
9 agents, servants, and/or employees are known to Axis Specialty and currently unknown to  
10 plaintiff.

11  
12           25.     Travelers, XL Insurance, Federal Insurance, Westchester Surplus, Great  
13 American Insurance, and Axis Specialty are referred to herein collectively as “Defendant  
14 Insurers”.

15  
16                   **II.     JURISDICTION AND VENUE**

17           26.     Personal jurisdiction exists over Travelers due to the fact that it regularly  
18 conducted business in Washington during all times relevant hereto, including but not limited  
19 to issuing policies of insurance in Washington. Personal jurisdiction also exists because  
20 Travelers issued one or more policies of insurance to Simon covering Simon’s liability arising  
21 from bodily injury at the Tacoma Mall.

22  
23           27.     Personal jurisdiction exists over XL Insurance due to the fact that it regularly  
24 conducted business in Washington during all times relevant hereto, including but not limited  
25 to issuing policies of insurance in Washington. Personal jurisdiction also exists because XL  
26  
27

1 Insurance issued one or more policies of insurance to Simon covering Simon's liability arising  
2 from bodily injury at the Tacoma Mall.

3  
4 28. Personal jurisdiction exists over Federal Insurance due to the fact that it  
5 regularly conducted business in Washington during all times relevant hereto, including but not  
6 limited to issuing policies of insurance in Washington. Personal jurisdiction also exists  
7 because Federal Insurance issued one or more policies of insurance to Simon covering  
8 Simon's liability arising from bodily injury at the Tacoma Mall.

9  
10 29. Personal jurisdiction exists over Westchester Surplus due to the fact that it  
11 regularly conducted business in Washington during all times relevant hereto, including but not  
12 limited to issuing policies of insurance in Washington. Personal jurisdiction also exists  
13 because Westchester Surplus issued one or more policies of insurance to Simon covering  
14 Simon's liability arising from bodily injury at the Tacoma Mall.

15  
16 30. Personal jurisdiction exists over Great American Insurance due to the fact that  
17 it/they regularly conducted business in Washington during all times relevant hereto, including  
18 but not limited to issuing policies of insurance in Washington. Personal jurisdiction also  
19 exists because Great American Insurance issued one or more policies of insurance to Simon  
20 covering Simon's liability arising from bodily injury at the Tacoma Mall.

21  
22 31. Personal jurisdiction exists over Axis Specialty due to the fact that it regularly  
23 conducted business in Washington during all times relevant hereto, including but not limited  
24 to issuing policies of insurance in Washington. Personal jurisdiction also exists because Axis  
25 Specialty issued one or more policies of insurance to Simon covering Simon's liability arising  
26 from bodily injury at the Tacoma Mall.



1           32.     Venue in this action is proper in Pierce County pursuant to RCW 4.12.020 and  
2     RCW 4.12.025 because the underlying civil action and the events from which that action  
3     arose took place in Pierce County and the defendants transact business in Pierce County.

4  
5           33.     This Court has original jurisdiction over this matter pursuant to RCW  
6     2.08.010.

7  
8                                 **III.   FACTS**

9           34.     On January 1, 2003, the Simon Property Group, Inc., d/b/a Tacoma Mall  
10    Partnership and IPC International Corporation entered into a security services contract (the  
11    “Security Services Contract”).

12          35.     Under the Security Services Contract, IPC agreed only to provide uniformed  
13    security services for Simon under the terms and conditions specified therein.

14  
15          36.     In setting forth the services to be provided, the Security Services Contract  
16    provided that IPC International would respond to and provide assistance in security related  
17    situations such as fires, accidents, internal disorders and attempts of sabotage or other  
18    criminal acts, in conformance with common sense and good judgment and in keeping with  
19    Simon’s policies and procedures.

20  
21          37.     The Security Services Contract did not require or authorize IPC International’s  
22    employees to carry firearms, to intercede with an armed gunman, or to devise security and  
23    evacuation plans in the event of a shooting on the premises.

24          38.     Illinois National issued a Commercial General Liability Policy to IPC  
25    International under Policy No. 382-94-59 with a \$1,000,000 retained limit and a \$ 1,000,000  
26    each occurrence limit. This policy was in effect on November 20, 2005.

27  
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1           39. Illinois National also issued a Prime Commercial Umbrella Liability Policy,  
2 Policy No. BE 2685886, providing for \$9,000,000 per occurrence limits for bodily injuries.  
3 This policy was in effect on November 20, 2005.  
4

5           40. Simon qualified as an additional insured, subject to certain limitations, under  
6 the policies issued to IPC International by Illinois National.

7           41. IPC International did not agree to insure, indemnify or release Simon for its  
8 own negligence. To the contrary, Simon agreed to defend, indemnify and hold harmless IPC  
9 International for any conduct that did not arise directly out of the services to be provided by  
10 IPC International under the Security Services Contract.  
11

12           42. On November 20, 2005, Dominick Maldonado entered the Tacoma Mall  
13 carrying a guitar case and concealed weapons.  
14

15           43. At the time Maldonado entered the Tacoma Mall, Simon, and not IPC  
16 International, was responsible for hiring armed, off-duty police officers to provide security.  
17 Simon, among other things, was also responsible for the acquisition, deployment and  
18 operation of a mall-wide public announcement system that could be used to warn patrons and  
19 employees of a threat and a need for evacuation as well as a video camera system that could  
20 be used to monitor such threats and alert law enforcement.  
21

22           44. On November 20, 2005, Simon did not have any armed, off-duty police  
23 officers providing security or patrolling the Tacoma Mall. It also did not have a functioning  
24 public announcement system or an operable video camera system.  
25

26           45. After entering the Tacoma Mall, Maldonado opened fire in the mall.  
27

1           46.     Maldonado shot Brendan McKown several times, causing him significant  
2 injuries.

3  
4           47.     On November 12, 2008, McKown filed a complaint against Simon Property  
5 Group, Inc. and IPC International, alleging negligence and seeking compensation for the  
6 injuries suffered as a result of the November 20, 2005 shooting. That lawsuit was captioned  
7 *McKown v. Simon Property Group, Inc. d/b/a Tacoma Mall et al.*, Case No. 3:08-cv-05754 in  
8 the U.S. District Court for the Western District of Washington at Tacoma (the “McKown  
9 Lawsuit”).  
10

11           48.     Illinois National provided coverage and a defense on behalf of Simon for the  
12 November 20, 2005 shooting that was the subject of the McKown Lawsuit under a reservation  
13 of rights.

14           49.     Illinois National paid to settle the action filed by McKown against IPC  
15 International and Simon as a result of the November 20, 2005 shooting.  
16

17           50.     The allegations of McKown’s Complaint and Amended Complaint against  
18 Simon and the facts developed in the course of the McKown Lawsuit confirm that McKown’s  
19 injuries fell outside the scope of and did not relate to the provision of uniformed security  
20 services provided by IPC International under the Security Services Contract.  
21

22           51.     Illinois National did not insure Simon for the allegations of the McKown  
23 Lawsuit that fell outside the scope of and did not relate to the provision of uniformed security  
24 services provided by IPC International under the Security Services Contract.  
25

26           52.     Illinois National did not insure Simon relating to the allegations in the  
27 McKown Lawsuit of Simon’s own negligence.

1           53. Defendant Insurers insured Simon for the November 20, 2005 shooting that  
2 was the subject of the McKown Lawsuit against Simon.

3  
4           54. In breach of the Defendant Insurers' insurance obligations to Simon with  
5 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit,  
6 Defendant Insurers failed to provide indemnification.

7  
8                   **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

9           55. The preceding paragraphs are incorporated by reference as though fully set  
10 forth herein.

11           56. Pursuant to the terms and conditions of the Illinois National policies, “[i]f the  
12 insured has rights to recover all or part of any payment [Illinois National] ha[s] made under  
13 this Coverage Part, those rights are transferred to [Illinois National].” The policies further  
14 provide that the “insured must do nothing after loss to impair them” and that at the request of  
15 Illinois National, “the insured will bring ‘suit’ or transfer those rights to [Illinois National]  
16 and help [Illinois National] enforce them.”

17  
18           57. Pursuant to the terms of the Illinois National policies, Simon has transferred  
19 and/or assigned its rights to recover all or part of the payments Illinois National made to settle  
20 the McKown Lawsuit with respect to the allegations against Simon, including but not limited  
21 to the right to indemnification from Defendant Insurers to Illinois National.

22  
23           58. Pursuant to the terms and conditions of Travelers' policy, Travelers insured  
24 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was  
25 the subject of the McKown Lawsuit.  
26  
27

1           59.     Upon information and belief, pursuant to the terms and conditions of the  
2 policies of the other Defendant Insurers, Simon was insured and owed indemnification with  
3 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.  
4

5           60.     Defendant Insurers failed to contribute or pay indemnification on behalf of  
6 Simon for the settlement of the McKown Lawsuit.

7           61.     Illinois National provided coverage and a defense on behalf of Simon with  
8 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit  
9 under a reservation of rights.  
10

11          62.     Defendant Insurers breached their contracts of insurance by failing to  
12 contribute or pay indemnification on behalf of Simon, as was required pursuant to the  
13 Security Services Contract and the Defendant Insurers' insurance policies issued to Simon.  
14

15          63.     Illinois National paid to settle the McKown Lawsuit as a result of the  
16 November 20, 2005 shooting, all or a portion of which was for the benefit of Simon.

17          64.     As a result of the foregoing, Illinois National has been damaged by Defendant  
18 Insurers.  
19

20          **V.     SECOND CAUSE OF ACTION – EQUITABLE CONTRIBUTION**

21          65.     The preceding paragraphs are incorporated by reference as though fully set  
22 forth herein.

23          66.     Pursuant to the terms and conditions of Travelers' policy, Travelers insured  
24 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was  
25 the subject of the McKown Lawsuit.  
26

1           67.     Upon information and belief, Simon tendered the McKown Lawsuit to  
2 Travelers and the other Defendant Insurers.

3  
4           68.     Upon information and belief, pursuant to the terms and conditions of the  
5 policies of the other Defendant Insurers, Simon was insured and owed indemnification with  
6 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

7  
8           69.     Simon was entitled to indemnification under one or more of Defendant  
9 Insurers' policies with respect to the November 20, 2005 shooting that was the subject of the  
10 McKown Lawsuit.

11           70.     One or more of Defendant Insurers were liable to provide for the  
12 indemnification to Simon with respect to the November 20, 2005 shooting that was the  
13 subject of the McKown Lawsuit.

14  
15           71.     Defendant Insurers failed to pay indemnification on behalf of Simon with  
16 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

17           72.     Defendant Insurers failed to contribute to the settlement payment made by  
18 Illinois National on behalf of Simon with respect to the November 20, 2005 shooting that was  
19 the subject of the McKown Lawsuit. Instead, Illinois National funded the entire settlement.  
20

21           73.     Illinois National discharged the obligation to provide defense and  
22 indemnification of Simon under a reservation of rights for the November 20, 2005 shooting  
23 that was the subject of the McKown Lawsuit and in paying the agreed upon settlement  
24 amount, all or a portion of which was for the benefit of Simon.  
25  
26  
27

1           74. To the extent that Illinois and one or more of the Defendant Insurers had a duty  
2 to indemnify Simon in the McKown Lawsuit, Illinois National is entitled to contribution from  
3 the Defendant Insurers.

4  
5           75. As a result of the foregoing, Illinois National has been damaged by Defendant  
6 Insurers.

7           **VI. THIRD CAUSE OF ACTION – EQUITABLE SUBROGATION**

8           76. The preceding paragraphs are incorporated by reference as though fully set  
9 forth herein.

10  
11           77. Pursuant to the terms and conditions of Travelers' policy, Travelers insured  
12 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was  
13 the subject of the McKown Lawsuit.

14  
15           78. Upon information and belief, pursuant to the terms and conditions of the  
16 policies of the other Defendant Insurers, Defendant Insurers insured and owed  
17 indemnification to Simon with respect to the November 20, 2005 shooting that was the  
18 subject of the McKown Lawsuit.

19  
20           79. Defendant Insurers failed to pay indemnification on behalf of Simon with  
21 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

22           80. Defendant Insurers did not make any payment toward the settlement on behalf  
23 of Simon for the November 20, 2005 shooting that was the subject of the McKown Lawsuit.  
24 Instead, Illinois National funded the entire settlement.

25  
26           81. Illinois National did not owe a duty to defend or indemnify Simon for liability  
27 attributable to Simon's own negligence and the allegations of the McKown Lawsuit against

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1 Simon that fell outside the scope of and did not relate to the provision of uniformed security  
2 services provided by IPC International under the Security Services Contract.

3  
4 82. Illinois National discharged the obligation to provide defense and  
5 indemnification of Simon under a reservation of rights with respect to the November 20, 2005  
6 shooting that was the subject of the McKown Lawsuit and in paying the agreed upon  
7 settlement amount, all or a portion of which was for the benefit of Simon.

8  
9 83. Allowing Illinois National subrogation will not cause injustice to the rights of  
10 others.

11 84. As a result of the foregoing, Illinois National has been damaged by Defendant  
12 Insurers.

13  
14 **VII. FOURTH CAUSE OF ACTION– CONVENTIONAL/CONTRACTUAL**  
15 **SUBROGATION**

16 85. The preceding paragraphs are incorporated by reference as though fully set  
17 forth herein.

18 86. Pursuant to the terms and conditions of Travelers' policy, Travelers insured  
19 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was  
20 the subject of the McKown Lawsuit.

21 87. Upon information and belief, pursuant to the terms and conditions of the  
22 policies of the other Defendant Insurers, Defendant Insurers insured and owed  
23 indemnification to Simon with respect to the November 20, 2005 shooting that was the  
24 subject of the McKown Lawsuit.  
25  
26  
27



1           88.     Simon has transferred and/or assigned its rights to indemnification from  
2 Defendant Insurers to Illinois National.

3  
4           89.     Defendant Insurers failed to pay indemnification on behalf of Simon with  
5 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

6           90.     Defendant Insurers did not make any payment toward the settlement on behalf  
7 of Simon for the November 20, 2005 shooting that was the subject of the McKown Lawsuit.  
8 Instead, Illinois National funded the entire settlement.

9  
10          91.     Illinois National did not owe a duty to defend or indemnify Simon for liability  
11 attributable to Simon's own negligence and the allegations of the McKown Lawsuit against  
12 Simon that fell outside the scope of and did not relate to the provision of uniformed security  
13 services provided by IPC International under the Security Services Contract.

14  
15          92.     Illinois National discharged the obligation to provide defense and  
16 indemnification of Simon under a reservation of rights for the November 20, 2005 shooting  
17 that was the subject of the McKown Lawsuit and in paying the agreed upon settlement  
18 amount, all or a portion of which was for the benefit of Simon.

19  
20          93.     Allowing Illinois National subrogation will not cause injustice to the rights of  
21 others.

22          94.     As a result of the foregoing, Illinois National has been damaged by Defendant  
23 Insurers.

24  
25               **VIII. FIFTH CAUSE OF ACTION – DECLARATORY JUDGMENT**

26          95.     The preceding paragraphs are incorporated by reference as though fully set  
27 forth herein.

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1           96. Pursuant to the terms and conditions of Travelers' policy, Travelers insured  
2 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was  
3 the subject of the McKown Lawsuit.

4  
5           97. Pursuant to the terms and conditions of the policies of the other Defendant  
6 Insurers, Simon was insured and owed indemnification with respect to the November 20,  
7 2005 shooting that was the subject of the McKown Lawsuit.

8           98. Simon was entitled to indemnification under one or more of Defendant  
9 Insurers' policies with respect to the November 20, 2005 shooting that was the subject of the  
10 McKown Lawsuit.

11  
12           99. One or more of Defendant Insurers were liable for the common and joint  
13 obligation to provide for the indemnification to Simon with respect to the November 20, 2005  
14 shooting that was the subject of the McKown Lawsuit.

15  
16           100. Defendant Insurers failed to pay indemnification on behalf of Simon with  
17 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

18           101. Illinois National discharged the obligation to provide defense and  
19 indemnification of Simon under a reservation of rights with respect to the November 20, 2005  
20 shooting that was the subject of the McKown Lawsuit and in paying the agreed upon  
21 settlement amount, all or a portion of which was for the benefit of Simon.

22  
23           102. Defendant Insurers failed to contribute to the settlement payment made by  
24 Illinois National on behalf of Simon with respect to the November 20, 2005 shooting that was  
25 the subject of the McKown Lawsuit. Instead, Illinois National funded the entire settlement.  
26

105. Illinois National requests this Court enter an Order, pursuant to the Uniform Declaratory Judgments Act, Wash. Rev. Code § 7.24, requiring Defendant Insurers to contribute to Illinois National for indemnity payments owed by Simon that were paid by Illinois National, including, but not limited to, Illinois National's payment of its policies' limits to settle the McKown Lawsuit as a result of the November 20, 2005 shooting for the benefit of Simon.

WHEREFORE, Plaintiff Illinois National Insurance Company prays for judgment against Defendant Insurers as follows:

1. For judgment in such amount as shall be proven at the time of trial;
2. For an award of damages;
3. For an award of pre-and-post-judgment interest;

DATED: September 30, 2019

JENSEN MORSE BAKER PLLC

By s/ Steven D. Jensen

Steven D. Jensen, WSBA No. 26495

steve.jensen@jimplawyers.com

Benjamin J. Roesch, WSBA No. 39960

benjamin.roesch@jmblawyers.com

Attorneys for Plaintiff Illinois National  
Insurance Company

and

COHEN, PLACITELLA & ROTH, P.A.

Stewart L. Cohen

[scohen@cprlaw.com](mailto:scohen@cprlaw.com)

*(pro hac vice pending)*

Robert L. Pratter

[rpratter@cprlaw.com](mailto:rpratter@cprlaw.com)

*(pro hac vice pending)*

Eric S. Pasternack

[epasternack@cprlaw.com](mailto:epasternack@cprlaw.com)

*(pro hac vice pending)*

Attorneys for Plaintiff Illinois National  
Insurance Company